


**DTX 1176**  
**(USPS-ADS-0000529112)**  
**(Excerpt)**  
**(Redacted)**

 : All redactions proposed by  
the United States

 : Additional information  
covered by confidentiality  
objections of third parties

## ORDER / SOLICITATION / OFFER / AWARD

OFFEROR TO COMPLETE BLOCKS 13, 15, 21, 22, 24A and 27				1. REQUISITION NO.		PAGE 1 OF 9	
2. CONTRACT/ORDER NO. 2ACCSR-22-B-0002		3. AWARD/EFFECTIVE DATE SEE BLOCK 28		4. MASTER CONTRACT NO.		5. SOLICITATION NO. 2A-22-A-0002	
7. For Information Call		A. NAME YU TE S. CHANG		B. TELEPHONE NO. 202 268 7481		C. FAX NO.	
6. ISSUED BY Advertising & Creative Services Professional & Technical Service CMC United States Postal Service 475 L'Enfant Plaza SW, Room 1520 Washington DC 20260-1520		CODE 2ACCSR		10. ACO CODE 2ACCSR		11. SOLICITATION METHOD <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> RFP <input type="checkbox"/> ORAL	
EMAIL: YuTe.S.Chang@usps.gov						12. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> SEE SCHEDULE	
13. SUPPLIER SUB: UNIVERSAL MCCANN WORLDWIDE INC UNIVERSAL MCCANN 8060 PO BOX 7247 PHILADELPHIA PA 191708060		CODE 000763858		14. BILLING ADDRESS *EINV COR-CO CERTIFY Please log onto to USPS Electronic Invoicing Portal at <a href="https://einvoice.usps.com">https://einvoice.usps.com</a> to submit all invoices electronically. Bill of Lading and/or Receiving Report Required		CODE *EINV COR-CO CERTIFY	
TELEPHONE:		FAX:					
EMAIL:							
15. REMITTANCE ADDRESS UNIVERSAL MCCANN WORLDWIDE INC UNIVERSAL MCCANN 8060 PO BOX 74003228 CHICAGO IL 606746228		CODE 00001		16. DELIVERY ADDRESS ADVERTISING & PROMOTIONS USPS 475 LENFANT PLZ SW RM 1019 WASHINGTON DC 20260-1019		CODE 183194	
TELEPHONE:		FAX:		TELEPHONE: 703-292-3508		DELIVER BY/END DATE: Multiple	
EMAIL:		<input type="checkbox"/> CHECK <input checked="" type="checkbox"/> EFT					
17. ITEM NO	18. SCHEDULE OF SUPPLIES AND SERVICES			19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	<p>This contract No. 2ACCSR-22-B-0002 (Contract) is by and between the United States Postal Service (USPS or the Postal Service), and Universal McCann (Supplier) governs the requirements for the media planning and purchasing services (the Services). Supplier will provide the Services to the USPS in accordance with the Statement of Work and the USPS Terms and Conditions.</p> <p>Period of Performance Base Period: April 1, 2022 - March 31, 2024</p> <p>Continued ...</p>						
23. TOTAL AWARD AMOUNT (USPS Use Only)				\$0.00			
24 A. PAYMENT DISCOUNT(S) OFFERED (Offeror to the above Solicitation)				24 B. PAYMENT DISCOUNT(S) AWARDED (USPS Use Only) NET15			
25. <input checked="" type="checkbox"/> The supplier is required to sign this document and return 1 copies to the issuing office. The supplier agrees, subject to the terms and conditions specified herein, to provide and deliver all items identified above and on any additional sheets.				26. <input type="checkbox"/> Award of Contract. Your offer on this solicitation is accepted as to item numbers			
27. SUPPLIER (Name, Date, Signature)  E-SIGNED by Daniela Raggetti on 2022-04-01 15:09:02 CDT				28. UNITED STATES POSTAL SERVICE (CO's Name, Date, Signature)  E-SIGNED by KATIE WILLINS on 2022-04-01 15:27:43 CDT			
TITLE: CEO TELEPHONE: 347-514-2511 EMAIL: Daniela.Raggetti@usps.gov				TITLE: Contracting Officer TELEPHONE: [REDACTED] EMAIL: katherine.willins@usps.gov			

PS Form 8203 (July 2021)

Highly Confidential

USPS-ADS-0000529112



83215

CONTINUATION SHEET				REQUISITION NO.		PAGE OF	
CONTRACT/ORDER NO.		AWARD/ EFFECTIVE DATE		MASTER CONTRACT NO.		SOLICITATION NO.	
2ACCSR-22-B-0002		SEE BLOCK 28				2A-22-A-0002	
						SOLICITATION ISSUE DATE 12/30/2021	
17. ITEM NO.	18. SCHEDULE OF SUPPLIES AND SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT		
	<p>Options: Three (3), one (1) year term priced renewal option periods, as follows:</p> <p>Option 1: April 1, 2024 - March 31, 2025</p> <p>Option 2: April 1, 2025 - March 31, 2026</p> <p>Option 3: April 1, 2026 - March 31, 2027</p> <p>Per USPS Clause 2-20, Option Period (September 2021), Preliminary written notice of renewal to the supplier will be provided within sixty (60) days of contract expiration.</p> <p>Per USPS Clause 2-19, Option to Extend (Short Term) (October 2019), the Postal Service may require the supplier to extend and continue in performance at the same delivery/performance rate and at the unit prices specified in the schedule. The contracting officer may exercise this option by giving the supplier advance written notice of the requirement to continue performance at least thirty (30) days prior to the expiration of the contract term. This option may be exercised more than once, but the duration of each extension shall not exceed ninety (90) days and the sum of all extensions made pursuant to this clause shall not in the aggregate exceed six (6) months.</p> <p>USPS Contract Type: Indefinite Delivery, Indefinite Quantity (IDIQ)</p> <p>The contract guaranteed minimum, over the life of the contract including exercised options, is [REDACTED] with a maximum amount to be [REDACTED]. The Postal Service will not be obligated to award work once the minimum amount is reached. Any releases against the contract will be issued through Task/Delivery Orders and all funding will be applied to the individual Task/Delivery Orders.</p> <p>The labor category rates and media buying fee structure are in accordance with the rates stated in Attachment 2 - Final Pricing Schedule and Attachment 3 - Final Compensation Model.</p> <p>Travel required of and performed by the Supplier in direct performance of this Contract will be reimbursed on a reasonable and actual basis per USPS per diem with no allowance for indirect</p> <p>Continued ...</p>						

**4 - PART 4 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**Listing**

<b>Attachment Number</b>	<b>No. of Pages</b>	<b>Attachment Title</b>
<b>1</b>	<b>5</b>	<b>FINAL STATEMENT OF WORK</b>
<b>2</b>	<b>1</b>	<b>FINAL PRICING SCHEDULE</b>
<b>3</b>	<b>1</b>	<b>FINAL COMPENSATION MODEL</b>
<b>4</b>	<b>3</b>	<b>FINAL KEY PERSONNEL LIST</b>
<b>5</b>	<b>2</b>	<b>FINAL INVOICING</b>



### ATTACHMENT 3 – FINAL COMPENSATION MODEL

#### **Sequential liability:**

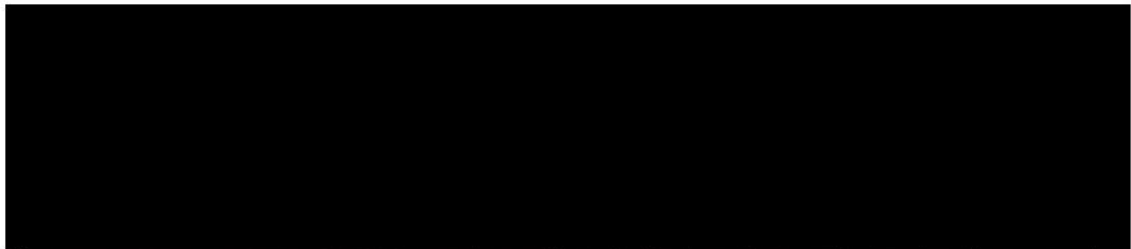
The Postal Service expressly agrees that it shall be solely liable for payment of all media invoices including, without limitation, any invoices paid by the supplier to media vendors on the Postal Service's behalf. The supplier shall be liable to pay media invoices and vendors only to the extent that the supplier has been paid by the Postal Service.

#### **Media Services Fee:**

The contract type awarded to the supplier herein is an Indefinite Delivery-Indefinite Quantity (IDIQ) contract.

The annual task order contract type awarded to the supplier herein is fixed price with equitable adjustment.

#### **Media Buying Fee Scale:**



The Postal Service agrees to meet with the supplier on a yearly basis to discuss/determine the appropriateness of the above scale based on the predicted media mix for the upcoming fiscal year. If it is determined that the above scale is appropriate for the upcoming fiscal year, then no action is needed.

However, if it is determined, based on substantial changes to the predicted media mix, that the above scale is no longer appropriate, then the Postal Service and the supplier may enter into discussions regarding possible upward adjustments. Adjustments made to the "media buying fee as a percent of Postal Service spend" will hold for the fiscal year for which the adjustment is made. Lastly, if an adjustment should happen to be made, the contract and this attachment will be modified to reflect that adjustment and signed by both the Postal Service and the supplier.

#### **Media Plan Building Fee:**

For year one (1), and upon signing the IDIQ contract, the Postal Service will provide the supplier with a scope of work detailing the deliverables for 2022. Upon receipt and review thereof, the supplier will propose a price to the Postal Service for the work associated with building the media plan and will calculate the media buying fee for the media buying function [REDACTED]. Upon approval of the price by the Postal Service, the Postal Service will issue a delivery/task order to the supplier to confirm the total fee for such year.

#### **Billing Process:**

Each contract year, the supplier will bill the Postal Service monthly for 1/12 of building the media plan and 1/12 of the media buying fee. The scope of work and deliverables will be reviewed quarterly and, if needed, revised via a contract modification (MOD), which the Postal Service will issue to the supplier to amend the agreed upon services and fee amount. No amendment or modification will be binding unless agreed to in writing by both parties.

For each subsequent calendar year during the term, the parties agree to discuss in good faith the scope of work, deliverables, and fee for each year, which will be represented in a new delivery/task order.

**ATTACHMENT 5**

**FINAL INVOICING**

**General:**

The supplier shall invoice the Postal Service for the fees and expenses set forth in the applicable schedule. Payment terms are fifteen (15) days calculated from the issuance date of each invoice. Postal Service acknowledges and agrees that supplier billing and payment terms shall be subject at all times to change at the supplier's sole discretion, in accordance with its normal credit review evaluation. Notwithstanding anything to the contrary which may be contained in this contract, since the supplier may in some circumstances be required to make substantial commitments on behalf of Postal Service, it is understood that the supplier reserves the right in any such circumstance to require full or partial payment prior to commitment, or such other arrangements assuring payment as are in the judgment of the supplier appropriate or advisable under the circumstances.

**Invoices:**

The supplier's invoices to the Postal Service shall include the net placement cost of all advertising, any fees to which the supplier is entitled, and any pre-approved expenses incurred. The supplier may invoice the Postal Service for any and all media on the twentieth day of each month for all media that has run and is scheduled to run in that month except for magazine, trade print, and digital media. Trade print and digital media will be billed in the on-sale month, which is one (1) month prior to the insertion month. Magazine media will be billed two (2) months prior to the insertion month. Payment for media invoices is due fifteen (15) days from the date of invoice receipt. If necessary, the supplier will issue a final invoice upon reconciling discrepancies. Final reconciliation invoices are due upon receipt.

**Credit Authorization:**

The Postal Service agrees to execute a letter substantially in the form attached to be used by supplier as a supplement for any media vendor authorizations or credit applications submitted on behalf of the Postal Service.

**Credit Review:**

Since the supplier may, in some circumstances, be required to make substantial commitments on behalf of the Postal Service, it is understood that the supplier reserves the right in any such circumstances to require full or partial payment prior to commitment, or such other arrangements assuring payment as are in the judgment of the supplier appropriate or advisable under the circumstances.

**Invoice Discrepancy:**

In the event of a disputed charge, the Postal Service shall notify the supplier in writing of the disputed amount within thirty (30) days of the invoice date, specifically identify the reason for the dispute, and pay all undisputed amounts owed while the dispute is under review. The Postal Service and the supplier agree to use reasonable efforts to resolve disputed invoices within thirty (30) days of the supplier's receipt of the Postal Service's notice. Media purchases that conform to written purchase orders received from the Postal Service shall be considered indisputable and must be paid in accordance herewith. Likewise, any errors in media schedules that result from data or information supplied by the Postal Service shall also be indisputable and must be paid in accordance with this section.

**Reduced Rates:**

If, in a medium having a schedule of graduated rates, less space than contracted for is used, the Postal Service will pay any short rate payments and/or penalties resulting from the failure to use such contracted space.

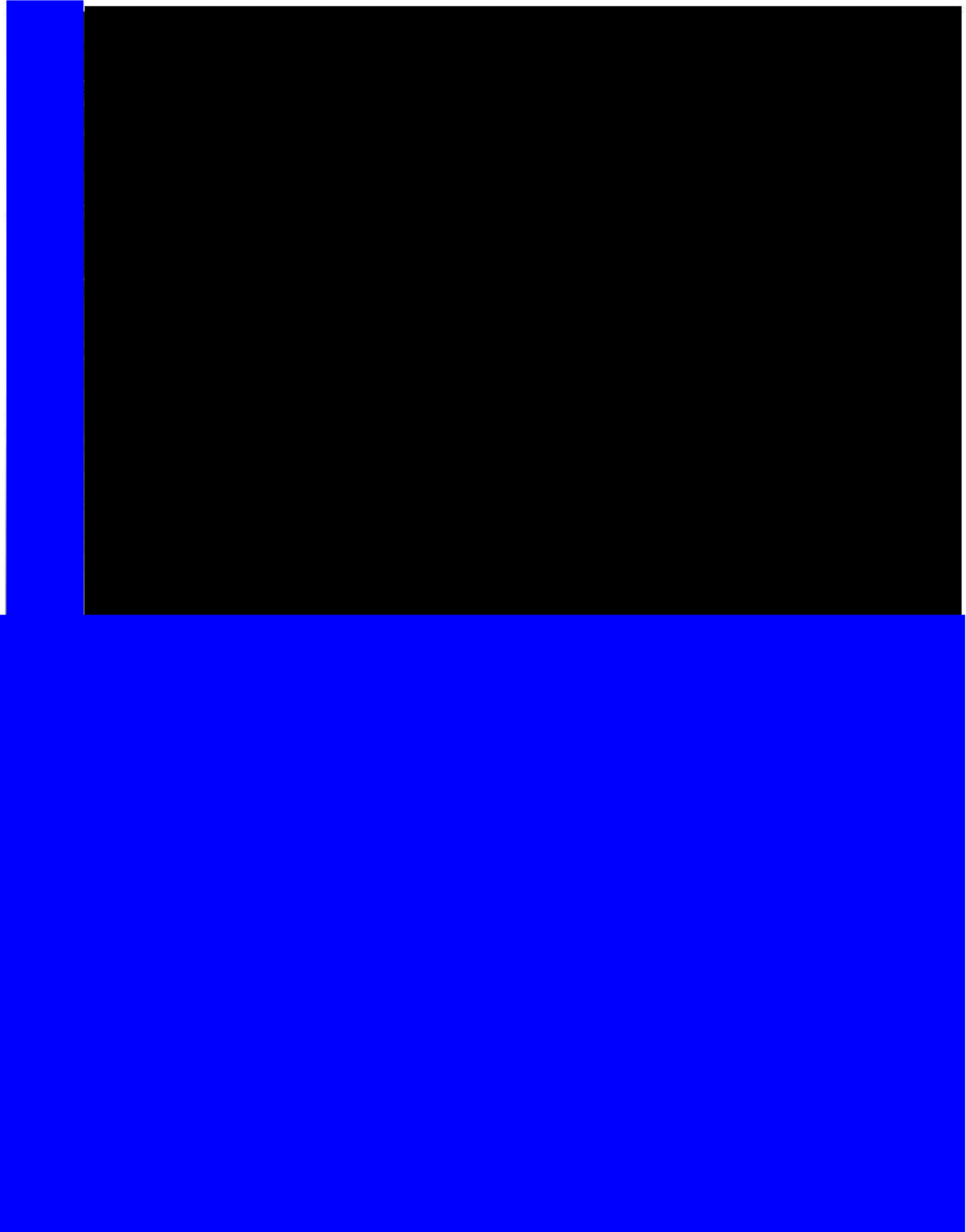
**Refunds and/or Credits:**



ATTACHMENT 1 – FINAL STATEMENT OF WORK

<p>the rights to use all words, slogans, images, designs, music, photographs, phrases, props, software, etc. for all creative elements. Promotion of campaigns that are in violation of others' Intellectual Property Rights are subject to the Postal Service's indemnification clauses.</p> <p>o Agency legal staff must work in cooperation with the USPS Law Department and Advertising staff. The Postal Service reserves the right to revise and update this process as needed, and continued adherence by the media agency is required. The USPS Law Department's decisions on compliance and legal matters supersede those of the agency.</p>	<p>agreements that the media providers (a) conduct such trademark searches and (b) bear responsibility for (i) the results of such searches and (ii) the use as part of the custom content program of the trademarks so searched.</p> <p>As in #24 above, UM may source these experts from either Mediabrands or from UM's holding company, The Interpublic Group of Companies, Inc. The direct cost of any full intellectual property searches (e.g., Thomson Reuters reports), together with any third-party vendor charges in connection with due diligence on all intellectual property searches for creative campaigns, shall be paid by USPS.</p> <p>UM's legal staff will work in cooperation with the USPS's Law Department and Advertising staff.</p>
<p>Agency staff must participate in Postal Service provided training on the Postal Service's Legal Compliance Process, which includes direction on the working relationship with the USPS Legal team and the Advertising and Media Planning team.</p>	<p>28. UM staff will participate in USPS-provided training on the USPS's Legal Compliance Process.</p>
<p>When use of outside counsel is required, the agency must receive prior written approval from the CO or COR, unless the agency will not bill the Postal Service for such extra expenses.</p>	<p>29. UM will receive prior written approval from the CO or COR when outside counsel is required and those expenses are to be billed to USPS.</p>
<p>The Postal Service's Vice President of Corporate Communications (CC), Chief Marketing and Sales Officer (CMISO), and CO must approve all press releases that are related to Postal Service business in advance.</p>	<p>30. UM will obtain approval from the Vice President of Corporate Communications (CC), Chief Marketing and Sales Officer (CMISO) and CO prior to issuing any press releases.</p>
<p>While conducting business with the Postal Service under this contract, the agency should use the Postal Service to ship all of its "mailable" items for the Postal Service account while utilizing the latest products and services for domestic and international shipping.</p>	<p>31. UM will use USPS to ship all of its "mailable" items for the USPS account.</p>
<p>All talent usage information (i.e. expiration date, talent cost, etc.) must be included in all creative elements shipped to media networks, cable stations, newspapers, magazines, events (including sports), marketing sponsors, and Postal Service employees and facilities.</p>	<p>32. Solely with respect to custom content programs into which UM enters for the benefit of USPS, UM will include all talent usage information in accompaniment of any and all creative elements that are shipped to media networks, cable stations, newspapers, magazines, event (including sports) organizers, and marketing sponsors. For all standard and other media buys and placements, UM will pass along to relevant media providers any talent usage information in accordance with traffic instructions from USPS's designated creative agency(ies) which developed the creative assets, and which is(are) responsible for traffic instructions.</p>
<p>The media agency must ensure, through its contracts and agreements with all paid media vendors, that the Postal Service's interests are protected should a successor agency be fully assigned any or all future paid media tasks or should the Postal Service choose to take this work in house.</p>	<p>33. UM will use commercially reasonable efforts, through its contracts and agreements with all paid media vendors, to protect the USPS's interests should a successor agency be fully assigned any or all future paid media tasks, or should the USPS choose to take this work in house; it specifically being agreed by USPS and UM that in either such case, USPS shall be required to, and USPS will, discharge, release, indemnify, and hold harmless UM in writing, from and against any and all obligations and liability arising out of or relating to (a) USPS's agreement(s) with each and any successor agency, (b) USPS's and any such successor agency's(ies') agreements with media providers, and (c) any and all media tasks and media activities taking place after (i) such assignment to a successor agency or (ii) USPS's taking media work in house (as applicable). UM will purchase approved media for the benefit of USPS. UM will receive invoices from media vendors and will in turn bill USPS. Payment will be remitted to UM within 15 days from the invoice date. UM shall be liable to pay media invoices and vendors only to the extent that UM has been paid by USPS.</p>
<p>The media agency must comply with media auditing, and provide timely disclosure of media costs by channel.</p>	<p>34. UM will comply with media auditing and will provide media costs by channel in a timely fashion, as required in the underlying master agreement between USPS and UM.</p>

ATTACHMENT 2 - FINAL PRICING SCHEDULE	
Labor Category	
Group Media Director (or Equivalent)	
Associate Media Director (or Equivalent)	
Media Supervisor (or Equivalent)	
Media Planner (or Equivalent)	
Assistant Media Planner (or Equivalent)	





ATTACHMENT 4 – FINAL KEY PERSONNEL LIST

1. Michael Knopf, SVP, Client Business Partner
2. Lisa Catucci, SVP Group Director, Portfolio Management
3. Laura Ernst, Partner, Portfolio Management
4. Stacey Stewart, EVP, Chief Investment Officer
5. Lauren Levitt, SVP, Managing Partner, Strategy
6. Dan Toplitt, SVP Head of SEO

